

Dane County Contract Cover Sheet

Revised 07/2023

Res 230
significant

Dept./Division	820/AIRPORT		
Vendor Name	Avery Hangar, LLC	MUNIS #	
Brief Contract Title/Description	Amendment & extension of current lease DCRA 2003-02 for 3414 Miller Street.		
Contract Term	12/1/2023 - 12/31/2048		
Contract Amount	\$415,839.00		

Contract # Admin will assign	15241
Type of Contract	
<input type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	County Lessee
<input checked="" type="checkbox"/>	County Lessor
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Grant
<input type="checkbox"/>	Other

Department Contact Information		Vendor Contact Information	
Name	Adam Ussher	Name	Keegan Karl
Phone #	608-246-3388	Phone #	715-220-1305
Email	ussher.adam@msnairport.com	Email	keeganshellakarl@gmail.com
Purchasing Officer			

Purchasing Authority	<input type="checkbox"/> \$12,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$12,000 – \$43,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$43,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #
	<input type="checkbox"/> Bid Waiver – \$43,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$43,000 (N/A to Public Works)	
	<input checked="" type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

MUNIS Req.	Req #	Org:	Obj:	Proj:
	Year	Org:	Obj:	Proj:

Budget Amendment	
<input type="checkbox"/>	A Budget Amendment has been requested via a Funds Transfer or Resolution. Upon addendum approval and budget amendment completion, the department shall update the requisition in MUNIS accordingly.

Resolution Required if contract exceeds \$100,000	<input type="checkbox"/> Contract does not exceed \$100,000	Res #	230
	<input type="checkbox"/> Contract exceeds \$100,000 – resolution required.	Year	2023
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.		

CONTRACT MODIFICATIONS – Standard Terms and Conditions		
<input type="checkbox"/> No modifications.	<input checked="" type="checkbox"/> Modifications and reviewed by: Corp Counsel	<input type="checkbox"/> Non-standard Contract

APPROVAL	
Dept. Head / Authorized Designee	
Jones, Kimberly	Digitally signed by Jones, Kimberly Date: 2023.11.07 13:44:14 -06'00'

APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 11/8/23	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Wednesday, November 8, 2023 1:29 PM
To: Hicklin, Charles; Gault, David; Lowndes, Daniel; Patten (Purchasing), Peter
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #15241
Attachments: 15241.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 11/8/2023 1:46 PM	Approve: 11/8/2023 1:46 PM
	Gault, David	Read: 11/8/2023 1:41 PM	Approve: 11/8/2023 1:42 PM
	Lowndes, Daniel	Read: 11/8/2023 2:26 PM	Approve: 11/9/2023 2:04 PM
	Patten (Purchasing), Peter		Approve: 11/9/2023 8:48 AM
	Stavn, Stephanie	Read: 11/8/2023 2:59 PM	
	Oby, Joe	Deleted: 11/9/2023 8:23 AM	

Please review the contract and indicate using the vote button above if you approve or disapprove of this contract.

Contract #15241
Department: Airport
Vendor: Avery Hangar LLC
Contract Description: Amendment & extension of current lease (Res 230)
Contract Term: expires 12/31/2048
Contract Amount: \$415,839.00

Thanks much,
Michelle

Michelle Goldade

Administrative Manager
Dane County Department of Administration
Room 425, City-County Building
210 Martin Luther King, Jr. Boulevard
Madison, WI 53703
PH: 608/266-4941
Fax: 608/266-4425
TDD: Call WI Relay 711

Please note: I am currently working a modified schedule. I work in office Mondays and Wednesdays and work remotely Tuesday, Thursdays and Fridays.

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2023 RES-230

**AUTHORIZING AMENDMENT OF LEASE INVOLVING
LAND AT THE DANE COUNTY REGIONAL AIRPORT**

Lease No. DCRA 2003-02

Under Lease No. DCRA 2003-02 (“Lease”), Avery Hangar, LLC (“Avery Hangar”) leases from Dane County approximately 0.9 acres of land located adjacent to the Dane County Regional Airport at 3413 Miller Street, Madison, Wisconsin. Dane County and Avery Hangar desire to amend the Lease to create an extended lease term and establish related terms and conditions, including rent calculation for the extended lease term; and to clarify the parties’ rights, including Dane County’s reversion rights in the leasehold improvements. Airport staff have determined that approval of the requested Lease amendment is in Dane County’s best interest.

NOW, THEREFORE, BE IT RESOLVED that the Dane County Executive and the Dane County Clerk are authorized to execute on behalf of Dane County an Amendment to Lease establishing terms and conditions governing the created extended lease term, rent calculation for the extended lease term, and clarifying the parties’ rights, including Dane County’s reversion rights in the leasehold improvements, as set forth above.

AMENDMENT TO LEASE
Lease No. DCRA 2003-02

THIS AMENDMENT TO LEASE is between Dane County, a Wisconsin quasi-municipal corporation (“Lessor”), and Avery Hangar, LLC, a Wisconsin limited liability company (“Lessee”), and is effective upon full execution by the authorized representatives of all parties.

RECITALS

1. Lessor and Lessee are parties to Lease No. DCRA 2003-02 (the “Lease”), by which Lessee leases from Lessor land located in the Dane County Regional Airport at 3413 Miller Street, Madison, Wisconsin, as more fully described in Section 1 and Exhibit A of the Lease (the “Premises”).
2. Lessor and Lessee desire to amend the Lease to establish an extended term and clarify Lessor’s reversion rights in the leasehold improvements.
3. Lessor has determined that the requested amendment is fair and reasonable.

AGREEMENT

Accordingly, the parties agree as follows:

1. The Lease will remain in full force and effect and is changed by this Amendment only to the extent expressly stated below.
2. In Section 2, the provisions following the caption “Term.” are deleted and replaced with the following:
 - A. Primary Term. The initial term of this Lease (the “Primary Term”) is for 20 years, commencing on the 60th day after the date of this Lease (the “Commencement Date”), and ending on the 20th anniversary of the last day of the month in which the Commencement Date occurs, November 30, 2023.
 - B. Extended Term. The extended term of this Lease (the “Extended Term”) is for 25 years, beginning December 1, 2023 and ending December 31, 2048.
3. In Section 3, the second paragraph (beginning with “Lessee shall pay to Lessor...”) is renumbered to subsection 3.A and the phrase “During the Primary Term,” is inserted at the beginning of said paragraph.

4. In Section 3, subsection 3.B is created and inserted between the second and final paragraphs (now renumbered to subsections 3.A and 3.C, respectively) with the following:

B. From December 1, 2023 through December 31, 2023, Lessee shall continue to pay Lessor the same monthly rent paid during the last year of the Primary Term. For the 2024 calendar year, Lessee shall pay to Lessor the sum of \$16,633.56 annually or \$1,386.13 per month as land rent for 17,148 square feet at \$0.97 per square foot per year. For the remainder of the Extended Term, this rental rate will continue to be adjusted under Section 4, and the square footage for rent purposes will be as follows:

Calendar Year	Square Footage
2024	17,148
2025	22,296
2026	27,444
2027	32,592
2028 through 2048	37,740

In lieu of a survey to confirm the exact square footage of the Leased Premises, the parties stipulate that the total square footage for the purposes of calculating rent is 37,740 square feet, which reflects the dimensions of 340 feet by 111 feet.

5. In Section 3, the final paragraph is renumbered to subsection 3.C.

6. In Section 4, the period of the last sentence of the last paragraph is deleted and replaced with the following:

during the Primary Term. During the Extended Term, the CPI change will be effective January 1 of each year beginning January 1, 2025.

7. In Section 37, the last two sentences are deleted and replaced with the following:

Upon Lease termination Lessee shall, at Lessor's discretion, either (1) convey to Lessor, without further consideration, clear title to all improvements on the Premises or (2) remove any such improvements at Lessee's expense and subject to the rest of this Section 37.

8. Section 41 is created and inserted with the following:

Title to Improvements and Waiver of Right to Require Removal. Until the Lease expires or otherwise terminates, Lessee shall continue to hold title to the improvements on the premises. In consideration for

Lessor's waiver of its right to require removal of said improvements at the end of the Primary Term, Lessee shall pay Lessor \$50,000. The first \$30,000 is due and payable no later than 30 days after Lessee receives a fully executed copy of this Amendment. Lessee shall pay the remaining \$20,000 in equal monthly payments of \$416.67 beginning January 1, 2025 and ending December 31, 2028, with the final payment being \$416.51.

9. Section 42 is created and inserted with the following:

Consideration of Capital Improvements. If the opportunity arises to make capital improvements to help prolong the useful life of the leasehold improvements, Lessee will give thoughtful consideration to such capital improvements. Provided, however, that nothing in this Section 42 will require Lessee to make such capital improvements.

10. The parties may evidence their agreement to be bound by the terms of this Amendment by one or more counterparts of this document, which together constitute a single document. A photocopy, facsimile, or electronic copy of this Amendment has the same effect as an original for all purposes. The parties stipulate that any such legible copy is admissible in evidence as the original itself in any proceeding, regardless of whether or not the original is in existence and whether or not such copy was made by a party in the regular course of business.
11. If Lessee fails to pay the first \$30,000 described in paragraph 8 by 30 days after Lessee receives a fully executed copy of this Amendment, this Amendment is void.

[SIGNATURE PAGES FOLLOW]

To evidence the parties' agreement to this Amendment, they have executed and delivered it on the dates indicated below.

LESSOR

Dane County

By: _____ Date: _____
Joe Parisi
Dane County Executive

By: _____ Date: _____
Scott McDonell
Dane County Clerk

LESSEE

Avery Hangar, LLC

By: Keegan Karl Date: 10-25-23
Keegan Karl
Managing Member